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CONFIDENTIAL

NEGOTIATED CONTRACT (SUPPLIES AND SERVICES)	
REQUISITION OR OTHER PURCHASE AUTHORITY 60-7130	CONTRACT/TASK ORDER NO.
ISSUING OFFICE	
NAME 	ADDRESS
CONTRACTOR	
NAME 	ADDRESS
CONTRACT FOR 	AMOUNT \$
APPROPRIATION AND OTHER ADMINISTRATIVE DATA 	
This negotiated contract is entered into pursuant to statutory authority and any required determination and findings have been made. This contract is entered into, by and between the United States of America, hereinafter called the Government, represented by the Contracting Officer executing this contract, and above named Contractor who is an ☐ Individual, ☐ Partnership, ☒ Corporation, incorporated in the State of _____, hereinafter called the Contractor. The parties hereto agree that the Contractor shall furnish the facilities and deliver all supplies and perform all the services set forth in the attached Schedule, or Task Orders, issued hereunder, for the consideration stated therein. The rights and obligations of the parties to this contract shall be subject to and governed by the terms and conditions on the reverse hereof, attached Schedule and General Provisions. To the extent of any inconsistency between the Schedule and General Provisions, and any specifications or other provisions which are made a part of the contract by reference or otherwise, the Schedule and the General Provisions shall control. To the extent of any inconsistency between the Schedule and the General Provisions, the Schedule shall control. The Contractor represents (a) that it ☐ is, ☐ is not, a small business concern. For this purpose, a small business concern is a concern that (i) is not dominant in its field of operation and, with its affiliates, employs fewer than 500 employees, or (ii) is certified as a small business concern by the Small Business Administration. (See Code of Federal Reg., Title 13, Ch. II, Part 103, 21 Fed. Reg. 9708, which contains the detailed definition and related procedures.), (b) that it ☐ has, ☐ has not, previously been denied a Small Business Certificate by the Small Business Administration, and (c) if offeror is a regular dealer, it also represents that all supplies to be furnished hereunder ☐ will, ☐ will not be manufactured or produced in the United States or its territories or possessions by a small business manufacturer or producer; and, further, makes the representations regarding contingent or other fees, set forth on the reverse hereof. IN WITNESS WHEREOF, the parties hereto have executed this contract as of <u>21 October</u> 19<u>59</u>.	
SIGNATURES (Type or print all names under all signatures)	
CONTRACTOR BY TITLE	THE UNITED STATES OF AMERICA BY CONTRACTING OFFICER
WITNESSES (In case of corporation, witnesses not required, but certificate on the reverse must be completed.) 	

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SECURITY NOTE

This contract and correspondence relating thereto must be handled in strict accordance with classified handling and storage instructions furnished the contractor under separate cover by the procuring activity.

NOTE: Contractor, if a corporation, should cause the following certificate to be executed under its corporate seal, provided that the same officer shall not execute both the contract and the certificate.

CERTIFICATE

I, _____, certify that I am the _____ of the corporation named as Contractor herein; that _____, who signed this contract on behalf of the Contractor, was then _____ of said corporation; that said contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

(SIGNATURE) (Corporate Seal)

CONTRACTOR'S STATEMENT OF CONTINGENT OR OTHER FEES

The Contractor represents: (a) that he ☐ has, ☐ has not, employed or retained any company or person (other than a full-time bona fide employee working solely for the Contractor) to solicit or secure this contract; and (b) that he ☐ has, ☐ has not, paid or agreed to pay to any company or person (other than a full-time bona fide employee working solely for the Contractor) any fee, commission, percentage or brokerage fee, contingent upon or resulting from the award of this contract, and agrees to furnish information relating thereto as requested by the Contracting Officer. (Note: For interpretation of the representation, including the term "bona fide employee," see General Services Administration Regulations, Title 44, Secs. 150.7 and 150.5(d), Fed. Reg. Dec. 31, 1952, Vol. 17, No. 253.)

TERMS AND CONDITIONS

1. **SELLER'S INVOICES** -- Invoices shall be prepared and submitted in triplicate unless otherwise specified. Invoices shall contain the following information: Contract number, Order number (if any), Item number; contract description of supplies or services, sizes, quantities, unit prices, and extended totals. Bill of lading number and weight of shipment will be shown for shipments made on Government bills of lading. The Contractor or his authorized representative will sign ONLY the original (ribbon typed copy, if typed). When the invoice is signed or receipted in the name of a company or corporation the name of the person signing, as well as the capacity in which he signs, must appear. For example: "John Doe Company, by John Smith, Secretary," "Treasurer," or as the case may be.

2. **LABOR INFORMATION** -- Attention is invited to the possibility that wage determinations may have been made under the Walsh-Healey Public Contracts Act providing minimum wages for employees engaged in the manufacture for sale to the Government of the supplies covered by this contract. Information in this connection, as well as general information as to the requirements of the act concerning overtime payment, child labor, safety and health provisions, etc. may be obtained from Wage and Hour and Public Contracts Division, Department of Labor, Washington 25, D. C.

3. **DISCOUNTS:** In connection with any discount offered, time will be computed from date of delivery of the supplies to carrier when delivery and acceptance are at point of origin or from date of delivery at destination or port of embarkation when delivery and acceptance are at either of those points, or from date correct invoice or voucher (properly certified by the Contractor) is received in the office specified by the Government if the latter date is later than the date of delivery.

4. **SAMPLES:** Samples of items, when required, must be submitted within the time specified and at no expense to the Government. If not destroyed by testing, they will be returned at Contractor's request and expense, unless otherwise specified in the Schedule.

5. **GOVERNMENT-FURNISHED PROPERTY** -- No material, labor, or facilities will be furnished by the Government unless otherwise provided in the Schedule.

6. **AGENTS** -- Contracts signed by an agent must be accompanied by evidence of his authority.

7. **ALTERATIONS** -- Any alterations in this contract made by the Contractor must be initialed by both the Contractor and Contracting Officer.

8. **MISTAKES** -- Contractors are expected to examine the drawings, specifications, circulars, schedule and all instructions pertaining to the supplies or services. Failure to do so will be at the Contractor's risk. In case of mistake in extension of price the unit price will govern.

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(SUPPLY CONTRACT)PAGE
NO. 1
NUMBER
OF PAGES
OF
SCHEDULE

The supplies or services to be furnished, the specifications, the discounts, the time and place of delivery, and any other special terms and conditions applicable to the Contract, Invitation for Bids, or Request for Proposals (as applicable) are set forth below.

REQUISITION NO. OR OTHER PURCHASE AUTHORITY
60-7130

CONTRACT/TASK ORDER/INVITATION/REQUEST NO. (as applicable)

SHIP TO (consignee and destination)

MAIL INVOICES TO

Issuing Office

PERFORMANCE PERIOD/DELIVERY SCHEDULE

All items shall be delivered by 1 May 1960.

DELIVERY F.O.B.

Destination

INSPECTION

See General Schedule Provisions

FOLLOWING DISCOUNTS WILL BE ALLOWED BY CONTRACTOR, BIDDER OR OFFEROR FOR PROMPT PAYMENT

10 CALENDAR DAYS	PERCENT	20 CALENDAR DAYS	PERCENT	30 CALENDAR DAYS	PERCENT	
ITEM NO.	SUPPLIES OR SERVICES		QUANTITY (Number of Units)	UNIT	UNIT PRICE	AMOUNT

1. [redacted] in accordance with the following specifications:
 Size: [redacted]
 Weight: [redacted]
 Power Supply: 1 - 12 volt 500 ma hours Nickel cadmium battery.
 2 - 6 volt 1750 ma hours Nickel cadmium battery.
 Oscillator: Frequency - 8 cps - 500K cps
 Output - 3 volts into 600 ohms
 VTVM: Frequency Response - 8 cps - 500K cps
 Range - .001 volt - 300 volts
 Input Impedance - Greater than 2 megohms shunted by 25K ohms

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Power Output: 0 - 230 volts 60 cps
 0 - 500 volts D.C.
 Maximum external power drain - 10 watts.

Miscellaneous: Battery charger to operate from 110/220 50-60 cps supply.
 Interlock "Equipment Off" upon closing case.

2. One (1) complete set of reproducible drawings and specifications and twenty-five (25) instruction books for use with Item 1 above.

For the lot

TOTAL

NAME OF C [redacted] ROR [redacted]

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The Contractor shall comply with the General Schedule Provisions, attached hereto and made a part hereof. In the event of any discrepancy between the foregoing and the General Schedule Provisions, the foregoing shall apply. <u>Submission of Cost Data:</u> The Contractor agrees to submit appropriate cost data regarding the above units upon completion of the contract.		
NAME OF CONTRACTOR		

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GENERAL SCHEDULE PROVISIONS

- Section 1.** Standard Price: The price(s) charged by the Contractor is (are) not in excess of that (those) charged to the public or other Government Agencies for like quantities of similar equipment.
- Section 2.** Inspection: Unless specified otherwise in this contractual document, inspection during the course of the performance of the work hereunder may be made by technical representative(s) of the Contracting Officer. In any event, final inspection and acceptance shall be at consignee destination.
- Section 3.** Delivery F.O.B.: Unless specified otherwise in this contractual document, the items hereunder is (are) f.o.b. the Contractor's plant. It is understood that the Contractor shall ship the said item(s) prepaid to the consignee, risk of loss or damage in transit remaining with the Contractor to the point of destination. The Government shall reimburse the Contractor for such transportation costs when billed as a separate item supported by a copy of the prepaid shipping document.
- Section 4. A.** Packing and Packaging: Unless otherwise specified in this contractual document, packing and packaging shall be in accordance with standard commercial practice for domestic shipment, as set forth in the Uniform Freight Classification for commercial practice, to assure arrival at destination in serviceable condition. The exterior of the container(s) shall bear the consignee address, which includes the shipment indicator number(s), identified as (60-).
- B.** Markings: No markings shall be applied on any interior packing material or container(s) or exterior of such container(s) that would identify the Purchaser. Further, no markings shall be applied on any interior packing material or container that would identify the consignee.
- Section 5.** Advance Shipping Notice: Two (2) additional copies of any advance shipping notice furnished to the consignee shall be sent to the Contracting Officer, attention: Transportation Officer.
- Section 6.** Priorities: (This provision is applicable only to UNCLASSIFIED contractual documents which exceeds or may exceed \$5,000.00)

The Contractor agrees, in the procurement and use of materials for the performance under this contractual document, to comply with the provisions of all applicable rules and regulations of the Business and Defense Services Administration including Defense Materials Systems regulations.

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Section 7. Requirements for Contractor's Personnel Involved in Work on Agency Premises: (This provision is applicable only where work is performed on Agency premises.)

The Contractor agrees that he will assign only such personnel who are citizens of the United States of America to the work in the Purchaser's building as provided herein. Further, only such persons as have been authorized by the Government's Project Officer shall be assigned to such work. In this connection, for identification purposes, the Contractor will be required to submit the name, address, place and date of birth of all personnel who would be involved in such installation or maintenance work. Said information will be required not later than ten (10) days in advance of the scheduled date of such work.

Section 8. Liability of the Contractor: (This provision is applicable only where work is performed on Agency premises.)

The Contractor agrees that all persons performing the work under this contractual document will maintain a high degree of vigilance and diligence to prevent any damage or injury to Government property, equipment, or personnel in the vicinity of the work and to the greatest extent possible, avoid any interference with any plant operations that may be in process during the work performed hereunder. Further, the Contractor agrees that it would be his responsibility to see that any Government property or equipment damaged by his employees during the performance of such installation will be restored at his expense and to the satisfaction of the Contracting Officer. The Contractor further agrees to remove at his expense, all litter, refuse, waste, dirt, or debris in connection with such installation and to restore the area to a clean and orderly appearance. This shall include any repairs, repainting, etc., incidental to the said work.

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Section 9. Security Requirements: The item(s) per se under this contractual document is (are) UNCLASSIFIED.

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